



Mobile Food Vendor Application

Department of Planning & Development Services

300 North Park Avenue, Sanford, Florida 32771

Phone: 407.688.5140 Fax: 407.688.5141

1. Business Name: _____
2. Business Mailing Address: _____
3. Business Phone: _____ Fax: _____ Email: _____
4. Describe food to be sold: _____

5. If the Mobile Food Cart travels on public roads, provide license tag number: _____
6. If the Mobile Food Cart is not licensed, how is the unit moved to location?: _____

7. Size of Mobile Food Cart: Length: _____ Width: _____ Height: _____

The following items must be submitted with this completed application:

- Application Fee
- Site Plan - The site plan at a minimum must accurately show:
 - Proposed location of the mobile food cart
 - All parking spaces, including handicapped spaces
 - Entrances and exits to and from access street
 - Distance from any buildings or structures
 - Distance from sidewalks, rights-of-way, fire hydrants, fire lanes and landscaped areas
- Property Owner Authorization Form verifying approval of use of site for a mobile vendor
Or
- Copy of the letter of approval of a ROW Use Permit if the use is proposed on a City right-of-way

The following items must be provided prior to receiving a Business Tax Receipt:

- Signed and notarized hold-harmless agreement (form provided by the City)
- A \$1,000,000.00 liability insurance policy meeting the requirements of the resolution
- Copy of the appropriate license from the Florida Division of Hotel and Restaurants

This application is submitted by:

Applicant/Agent:

Signature: _____ Print Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____ Date: _____

Official Use Only

Application No: _____ Fee: _____ Date: _____

☐ Approved

☐ Approved with conditions

☐ Denied

Approved by: _____ Date: _____

Standard for Issuance of a Mobile Food Vendor

- (a). Mobile food vendors shall be allowed to operate on private property with the written permission of the owner set forth on a form provided by the City or on public ways when approved by the City.
- (b). If operating on private property, all activities of a mobile food vendor must be on real property assigned a commercial or industrial zoning classification which real property is a developed site and does not abut real property which is single-family, two-family or multi-family use or zoning classification.
- (c). Issuance of a mobile food vendor license shall not entitle the mobile food vendor licensee to conduct business exclusively at any specific location on any street or sidewalk.
- (d). Mobile food units shall be registered as required by State law and it is prohibited and unlawful for a mobile food vendor to operate, move, park, stop or stand any mobile food unit on a public way unless the vehicle is equipped as required by State law.
- (e). It is prohibited and unlawful for a mobile food vendor, operating on City sidewalks or other public ways, to impede normal pedestrian traffic.
- (f). It is prohibited and unlawful for a mobile food vendor to create or contribute to a potential safety or hazardous situation or condition on public or private property.
- (g). It is prohibited and unlawful for a mobile food vendor to fail to comply with all State and City traffic and parking, stopping and standing laws, codes, ordinances, rules and regulations.
- (h). Mobile food units shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste related to the vendor's sales. Prior to moving a mobile food unit from a sales location, a mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of one hundred feet (100') from the sales area.
- (i). The mobile food vendor sales area shall not exceed an area of a standard parking space (two hundred (200) square feet).
- (j). It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, displaying flags, signage not located within the operational area of a mobile food unit, loud noises, shouting or amplified music or sound.
- (k). It is prohibited and unlawful for a mobile food vendor to set up its sales area or conduct sales from dusk to dawn or such other hours as may be permitted on a license unless otherwise authorized in accordance with other provisions of the *City Code*.
- (l). It is prohibited and unlawful for a mobile food vendor to fail to remove a mobile food unit or related items at the close of each business day.
- (m). It is prohibited and unlawful for a mobile food vendor to set up its sales area or conduct sales at any of the following locations:
 - (1). On or within two hundred and fifty feet (250') of First Street and Second Street between French Avenue and Sanford Avenue.
 - (2). On or within two hundred and fifty feet (250') of Sanford Avenue between Commercial Street and Thirteenth Street.
 - (3). Within two hundred and fifty feet (250') of any other mobile food vendor unless specifically permitted to do so.
 - (4). Within five hundred feet (500') of any licensed restaurant located in a permanent structure during the hours said restaurant is open for business.



CITY OF
SANFORD
FLORIDA

MOBILE VENDOR GUIDELINES

To avoid unnecessary delays and / or expense it is recommended that you contact each of the offices listed below to understand all of the requirements prior to expending any funds.

Food vendors require a license from the State of Florida. Contact the State of Florida Division of Hotels and Restaurants about their licensing requirements.

Phone: **850.487.1395**

Website: www.myflorida.com/dbpr/hr/licensing/GT_MDFV.html

All businesses operating within the city limits require a City of Sanford business tax receipt. Contact the City of Sanford Building Department for information.

Phone: **407.688.5150**

Website: www.sanfordfl.gov

Businesses located in the City of Sanford require a Seminole County business tax receipt. Contact the Seminole County Tax Collector office for information.

Phone: **407.665.1000**

Website: www.seminoletax.org

The City of Sanford Mobile Vendor License requires:

- Completed Mobile Food Vendor Application.
- Application Fee.
- Site Plan (including the following):
 - Proposed location of the mobile food cart,
 - All parking spaces, including handicapped spaces,
 - Entrances and exits to and from the access street,
 - Distance from any buildings or structures, and
 - Distance from sidewalks, rights-of-way, fire hydrants, fire lanes and landscaped areas.
- Property Owner Authorization Form (provided by the City) verifying approval of the property owner for operation of a mobile food vending operation, or Copy of approval of a ROW use permit if the use is proposed on City Right of Way.
- Copy of the Business Tax Receipt for the business (both City and County).
- Signed and notarized hold-harmless agreement (form provided by the City).
- A \$1,000,000 liability insurance policy meeting the terms and requirements of the regulations.
- Copy of the appropriate license from the Florida Division of Hotel and Restaurants.

For more information contact the Department of Planning and Development Services.

Phone: **407.688.5140**

Email: engineeringandplanning@sanfordfl.gov

For operation within the Right-of-Way of a City Street, please contact the Planning Department about the procedures for requesting a Right-of-Way Use permit.

Phone: **407.688.5140**

Email: engineeringandplanning@sanfordfl.gov

Additional information is also available on the City of Sanford website www.sanfordfl.gov

MOBILE VENDOR HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The UNDERSIGNED _____, either as a the representative of a business or individually, whose current address of _____, intending to be legally bound for himself/herself and his/her heirs, executors and administrators, waives and releases any and all claims, or rights for any injuries, death or damages that the UNDERSIGNED had, has or will have since the beginning of the earth until the end of the earth against the CITY OF SANFORD, Florida, 300 N. Park Ave., Sanford, FL 2771, the elected and appointed officials of the CITY of SANFORD, it's City Manager, department heads, division heads, supervisors and employees of the CITY OF SANFORD, and their heirs, representatives, successors, executors, administrators and assigns, for any and all injuries, death, damages suffered in connection with the OPERATION OF A MOBILE FOOD VENDING OPERATION AND ASSOCIATED ACTIVITIES , either directly or indirectly. The UNDERSIGNED, either as a the representative of a business or individually, also agrees through the signing of this document, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the CITY OF SANFORD, the elected and appointed officials of the CITY OF SANFORD, it's City Manager, department heads, division heads, supervisors and employees of the CITY OF SANFORD, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the aforementioned activity(ies) with/for CITY OF SANFORD, Florida, whether or not due to or caused by the negligence of the CITY OF SANFORD, excluding only the sole negligence of the CITY OF SANFORD. This provision shall also pertain to any claims, suits actions against the CITY OF SANFORD by any employee, associate, anyone directly or indirectly employed, hired or contracted by the UNDERSIGNED, the heirs, representatives, successors, executors, administrators and assigns of the UNDERSIGNED.

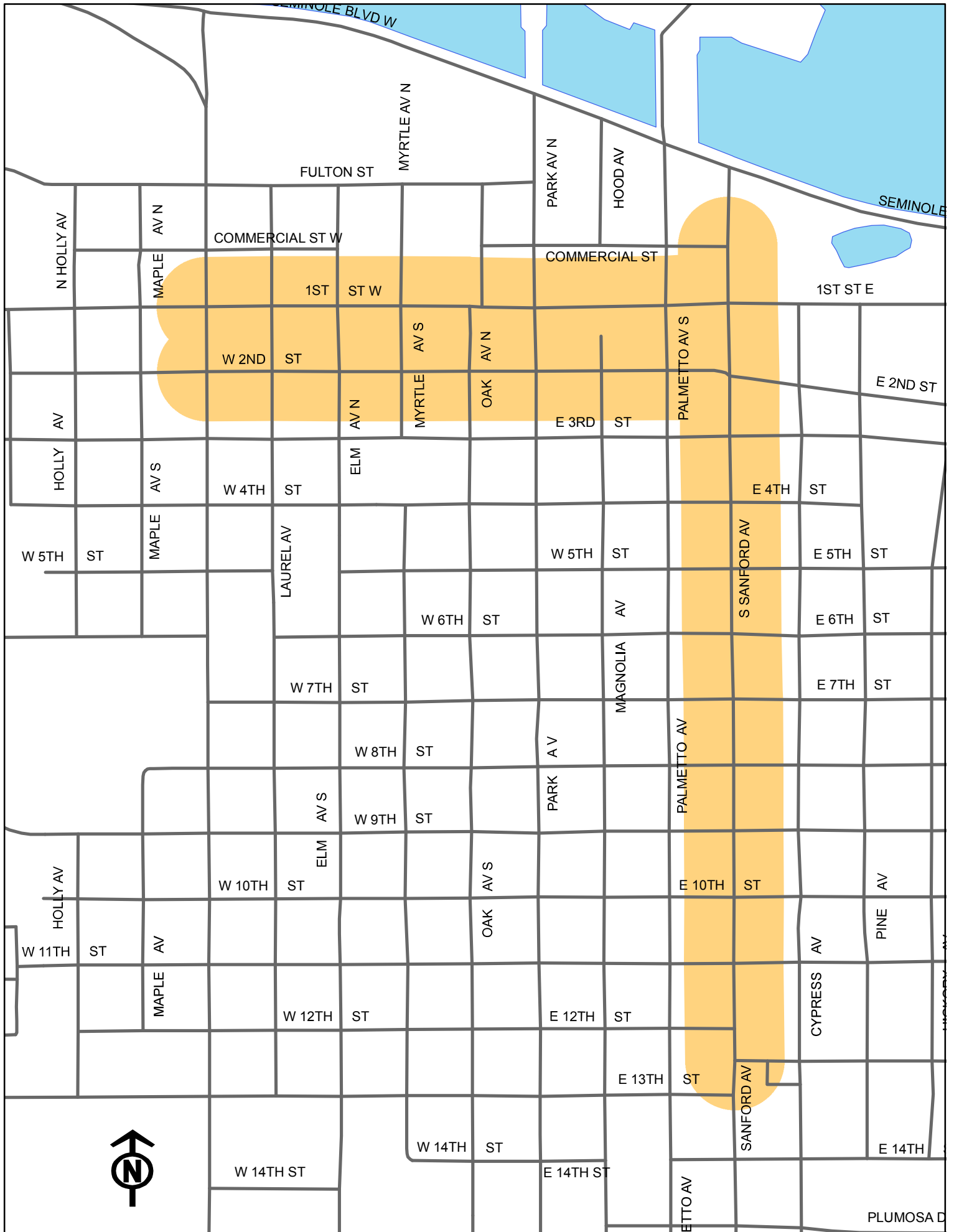
_____ Authorized Signature	_____ Print Name	_____ Title (President, Vice President, etc)	_____ date
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Signed in the presence of two witnesses **or** a Notary Public:

_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date

Sworn to and subscribed before me on this ____ day of December, 20__

_____ Notary Public	_____ My Commission Expires
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Mobile Vendor Prohibited Areas (250' Buffer)